F-1

September , 1972

Irving Gilbert
289 Bayberry Drive
Hewlett Harbor, N.Y. 11557

Michael D. Dowd, Jr. & Genevieve Dowd
57 Crosby Brown Road
Gladwynne, Pa.

Wm. B. Farrell, Jr.
130 Hollywood Avenue
Englewood Cliffs, New Jersey 07632

Laffit Pincay, Jr. & Linda Pincay
1167 W. Duarte Road
Arcadia, California

Gentlemen:

This letter sets forth the terms and conditions of our understanding with respect to the division and sharing of monies or other property receivable by you as the Class B limited partners from Boca Raton Associates, a general partnership, of which is a general partner and of which you are the four Class B limited partners.

You, jointly and severally, hereby agree with the undersigned, Andrews & Company, a partnership, as follows:

1. In consideration for financial services rendered to you by the undersigned in connection with the organization of, and your investment as Class B limited partners in, Boca Raton Associates, you agree to pay the undersigned, the following amounts:

(a) The first $500 of cash receipts distributed by Boca Raton Associates to the Class B limited partners in each calendar year; and

(b) 10% of all cash receipts distributed by Boca Raton Associates to the Class B limited partners in excess of $8,000 in each calendar year.

"Cash receipts" shall be deemed to mean cash distributed to all Class B limited partners by Boca Raton Associates irrespective of whether said distributions may be characterized as income, profit, capital or return of capital or otherwise for partnership reporting or tax purposes; provided, however, that if Boca Raton Associates shall make a distribution to Class B limited partners in property, for the purposes of this paragraph 1, said distribution shall be deemed to be in cash to the extent of the fair market value of such property at the time of distribution.

2. You agree to cause to be incorporated in the partnership agreement of Boca Raton Associates by amendment or otherwise a provision which shall acknowledge the amounts owed to the undersigned by Class B limited partners as set forth herein, the entitlement of the undersigned thereto, the irrevocable direction to the partnership and/or its general partner to pay such amount directly to the undersigned on your behalf. Said provision shall further provide that said amounts owed shall be a continuing obligation of the Class B limited partners, binding upon them, their respective successors, heirs or assigns.

If the foregoing states our agreement, please sign two of the four copies enclosed and return them to us. Please keep the original and one other signed copy for your use.

Very truly yours,
Andrews & Company

By /s/ VINCENT S. ANDREWS
Vincent S. Andrews

The foregoing correctly states our agreement:

/s/ IRVING GILBERT
Irving Gilbert

/s/ MICHAEL D. DOWD, JR.
Michael D. Dowd, Jr. and

/s/ GENEVIEVE DOWD
Genevieve Dowd

/s/ WM. B. FARRELL, JR.
Wm. B. Farrell, Jr.

/s/ LAFFIT PINCAY, JR.
Laffit Pincay, Jr. and

/s/ LINDA PINCAY
Linda Pincay

APPENDIX G

PARTNERSHIP AGREEMENT
of
FAIRVIEW ASSOCIATES

AGREEMENT made as of April 23, 1984, among the persons listed on Schedule "A" attached hereto, including Andrews & Company, Inc., the Managing Partner. The Managing Partner is a Connecticut corporation controlled by Robert Andrews.

1. NAME. The partnership (hereinafter the "Partnership") shall be conducted under the name of FAIRVIEW ASSOCIATES and shall be a partnership under the laws of the State of Connecticut.

2. CHARACTER. The purpose of the Partnership is to make investments in various ventures which, in the opinion of the Managing Partner, will provide the possibility of capital appreciation, income and tax benefits to the partners, each of whom is in a high income tax bracket. The Partnership shall initially invest in OLENTANGY COMMONS LIMITED PARTNERSHIP (an Ohio Limited Partnership) ("Olentangy") and in FRANKLIN PARK INVESTORS LIMITED PARTNERSHIP (a Michigan Limited Partnership) (the "Limited Partnership") ("Franklin Park"). The investments are described in the Confidential Investment Summary prepared with respect to each limited partnership, a copy of which, together with the accompanying documents, each partner acknowledges having received and read. As provided in the limited partnership agreements for the Limited Partnerships, the investments of the limited partners thereof are to be made in installments of approximately 24% on initial subscription, approximately 24% on February 1, 1985 and in reduced installments on February 1, 1986, 1987 and 1988. The Partnership intends to invest in Olentangy and Franklin Park respectively, in an approximate relationship of 45 to 55. Accordingly, the partners (other than the Managing Partner, which shall make no

capital contribution) shall, upon execution of this agreement, each contribute capital to the Partnership the amounts set forth in Schedule A and such additional amounts as the Managing Partner shall determine. Each partner (other than the Managing Pa tner) shall be personally liable to the Partnership for up to 3.1 times the initial contribution set forth opposite his name in Schedule "A" for recourse obligations of the Partnership to the Limited Partnerships. Each such partner agrees to contribute such required additional amount to the

(NOTE: PORTIONS OF THE AGREEMENT ARE OMITTED HERE. AGREEMENT CONTINUES ON THE NEXT PAGE)

(b) The Managing Partner shall be the attorney-in-fact for the Partnership and shall have full power and authority, subject to the provisions of subsection (d) of this Section 5, to take all action in connection with the Partnership affairs.

(c) The Managing Partner may, on behalf of the Partnership, employ attorneys, accountants and other independent contractors and personnel necessary to carry out the business of the Partnership.

(d) The Managing Partner may not, without the consent of all other partners, pledge or mortgage all or part of the Partnership property, sell, exchange, lease or otherwise dispose of all or any portion of the Partnership property (except by distribution thereof to the partners).

(e) No person, firm or corporation dealing with the Partnership shall be required to inquire into the authority of the Managing Partner to take any permitted action or make any permitted decision hereunder. Any person authorized to execute documents on behalf of the Managing Partner shall be authorized to execute any documents necessary to carry out the business of the Partnership.

(f) The Managing Partner shall be reimbursed by the Partnership for all reasonable out-of-pocket expenses incurred by or on behalf of the Partnership, including travel and related expenses. If the assets of the Partnership are insufficient to make such reimbursement, the partners (other than the Managing Partner) shall be obligated to contribute to the Partnership an amount sufficient therefor based upon their percentage ownership of the capital of the Partnership.

(g) The Managing Partner, for its services, shall receive a management fee of (i) 5% of the total contributions of the partners as made by them, and (ii) an amount equal to 10% of all distributions received from the Limited Partnerships in

excess of the amount of capital contributed to the Limited Partnerships by the Partnership.

(h) The partners acknowledge that neither the Managing Partner nor any other person on its behalf has made any representation concerning the investment to

(NOTE: REMAINDER OF AGREEMENT IS OMITTED HERE. SCHEDULE A, HOWEVER, IS ON THE NEXT PAGE)

SCHEDULE A

Contribution

Payments:

On Signing	$ 34,250.00
January 15, 1985	$ 34,000.00
January 15, 1986	$ 29,500.00
January 15, 1987	$ 24,250.00
January 15, 1988	$ 17,250.00
Total Contribution	$139,250.00

Signature, Name, Address and I. D. Number of Additional Partners

/s/ CHRISTOPHER J. MCCARRON
(Signature)

Christopher J. McCarron
(Print name)

2350 Flintridge Drive
(Street)

Glendale, CA 91206
(City and State)

SS# 014-48-5669
(I. D. Number)

APPENDIX H

PARTNERSHIP AGREEMENT
of
FAIRVIEW ASSOCIATES

AGREEMENT made as of April 23, 1984, among the persons listed on Schedule "A" attached hereto, including Andrews & Company, Inc., the Managing Partner. The Managing Partner is a Connecticut corporation controlled by Robert Andrews.

1. NAME. The partnership (hereinafter the "Partnership") shall be conducted under the name of FAIRVIEW ASSOCIATES and shall be a partnership under the laws of the State of Connecticut.

2. CHARACTER. The purpose of the Partnership is to make investments in various ventures which, in the opinion of the Managing Partner, will provide the possibility of capital appreciation, income and tax benefits to the partners, each of whom is in a high income tax bracket. The Partnership shall initially invest in OLENTANGY COMMONS LIMITED PARTNERSHIP (an Ohio Limited Partnership) ["Olentangy"] and in FRANKLIN PARK INVESTORS LIMITED PARTNERSHIP (a Michigan Limited Partnership) (the "Limited Partnerships") ("Franklin Park"). The investments are described in the Confidential Investment Summary prepared with respect to each limited partnership, a copy of which, together with the accompanying documents, each partner acknowledges having received and read. As provided in the limited partnership agreements for the Limited Partnerships, the investments of the limited partners thereof are to be made in installments of approximately 24% on initial subscription, approximately 24% on February 1, 1985 and in reduced installments on February 1, 1986, 1987 and 1988. The Partnership intends to invest in Olentangy and Franklin Park respectively, in an approximate relationship of 45 to 55. Accordingly, the partners (other than the Managing Partner, which shall make no

capital contribution) shall, upon execution of this agreement, each contribute capital to the Partnership the amounts set forth in Schedule A and such additional amounts as the Managing Partner shall determine. Each partner (other than the Managing Partner) shall be personally liable to the Partnership for up to 3.1 times the initial contribution set forth opposite his name in Schedule "A" for recourse obligations of the Partnership to the Limited Partnerships. Each such partner agrees to contribute such required additional amount to the

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(b) The Managing Partner shall be the attorney-in-fact for the Partnership and shall have full power and authority, subject to the provisions of subsection (d) of this Section 5, to take all action in connection with the Partnership affairs.

(c) The Managing Partner may, on behalf of the Partnership, employ attorneys, accountants and other independent contractors and personnel necessary to carry out the business of the Partnership.

(d) The Managing Partner may not, without the consent of all other partners, pledge or mortgage all or part of the Partnership property, sell, exchange, lease or otherwise dispose of all or any portion of the Partnership property (except by distribution thereof to the partners).

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(g) The Managing Partner, for its services, shall receive a management fee of (i) 5% of the total contributions of the partners as made by them, and (ii) an amount equal to 10% of all distributions received from the Limited Partnerships in

excess of the amount of capital contributed to the Limited Partnerships by the Partnership.

(h) The partners acknowledge that neither the Managing Partner nor any other person on its behalf has made any representation concerning the investment to

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On Signing	$ 34,250.00
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January 15, 1987	$ 24,250.00
January 15, 1988	$ 17,250.00
Total Contribution	$139,250.00

Signature, Name, Address and I. D. Number of Additional Partners

/s/ LAFFIT PINCAY, JR.

(Signature)

Laffit Pincay, Jr.

(Print name)

2011 Cummings Drive

(Street)

Los Angeles, CA 90027

(City and State)

353-44-5009

(I. D. Number)

APPENDIX I

Taber Mill Company
c/o Related Housing Companies
Incorporated, General Partner
645 Fifth Avenue
New York, New York 10022

Re: Taber Mill Company

Gentlemen:

Robert Andrews, Esq. acted as my "Offeree Representative" (as that term is used in Rule 146 under the Securities Act of 1933) in connection with my purchase of a limited partnership interest in Taber Mill Company (the "Partnership"). The Offeree Representative has informed me that, except as set forth below, there are no material relationships between the Partnership or its affiliates and the Offeree Representative or his affiliates, which now exist or which are contemplated or which have existed at any time during the previous two years. The Offeree Representative has also informed me that, except as set forth below, no compensation has been received, or is to be received, as a result of such relationship.

Sincerely,

Residence Address:

5200 Los Grandes Way
Los Angeles, CA 90027

Dated: 5/30/80

/s/ Laffit Pincay Jr.
(Signature)

/s/ Linda Pincay
(Signature)

Laffit Pincay Jr. &
Linda Pincay
(Please Print Name)

Robert Andrews, (and persons and companies affiliated with Robert Andrews, collectively "Andrews") have assisted the Partnership in the placement of limited partner-

ship interests, Andrews will receive compensation from the Partnership with respect to their participation in the placement of such interests, such compensation to be in the amount of five percent (5%) of the capital contributions to be paid by such investors.

In the past Andrews has assisted in the placement of partnership interests in other similar partnerships for which Andrews received similar compensation. It is anticipated that in the future Andrews will act in a similar capacity with respect to other partnerships similar to the Partnership.

APPENDIX J

Taber Mill Company
c/o Related Housing Companies
Incorporated, General Partner
645 Fifth Avenue
New York, New York 10022

Re: Taber Mill Company

Gentlemen:

Robert Andrews, Esq. acted as my "Offeree Representative" (as that term is used in Rule 146 under the Securities Act of 1933) in connection with my purchase of a limited partnership interest in Taber Mill Company (the "Partnership"). The Offeree Representative has informed me that, except as set forth below, there are no material relationships between the Partnership or its affiliates and the Offeree Representative or his affiliates, which now exist or which are contemplated or which have existed at any time during the previous two years. The Offeree Representative has also informed me that, except as set forth below, no compensation has been received, or is to be received, as a result of such relationship.

Sincerely,

Residence Address:

1078 Linda Glenn Drive
Pasadena, CA 91105

Dated: 5/30/80

/s/ CHRISTOPHER J. MCCARRON
(Signature)

Christopher J. McCarron
(Please Print Name)

Robert Andrews, (and persons and companies affiliated with Robert Andrews, collectively "Andrews") have assisted the Partnership in the placement of limited partnership interests, Andrews will receive compensation from the Partnership with respect to their participation in the placement of such interests, such compensation to be in the

amount of five percent (5%) of the capital contributions to be paid by such investors.

In the past Andrews has assisted in the placement of partnership interests in other similar partnerships for which Andrews received similar compensation. It is anticipated that in the future Andrews will act in a similar capacity with respect to other partnerships similar to the Partnership.